

**AGREEMENT BETWEEN
THE CITY OF NORFOLK
AND**

**COMPREHENSIVE SERVICES ACT FOR AT-RISK
YOUTH AND FAMILIES SERVICES
NOVEMBER 1, 2011 TO NOVEMBER 1, 2012**

This AGREEMENT, entered into this ____ day of _____, ____ between the **CITY OF NORFOLK** ("City") acting as the administrative and fiscal agent for the Norfolk Interagency Consortium, and _____ ("Contractor").

W I T N E S S E T H:

The terms and the conditions of the Agreement are as follows:

1. **SERVICES:**

In accordance with the terms and conditions of Contractor's Proposal dated _____, and of the Request for Proposals (RFP) No. _____ and its addenda, which are hereto incorporated by reference, Contractor shall provide services as required and authorized by the Norfolk Interagency Consortium under the Virginia Comprehensive Services Act For At-Risk Youth And Families, as amended.

2. **TERM:**

The term of this Agreement shall be from November 1, 2011 until November 1, 2012.

3. **TERMINATION:**

A. The City or Contractor under any of the following conditions may terminate this Agreement:

- a) upon mutual written and signed agreement of the parties;
- b) upon Contractor's or the City's breach of any of the terms and conditions of the Agreement; and
- c) upon (30) days written notice, with or without cause, by either party, sent by registered or certified mail, return receipt requested and delivered to the other party at its Notice address as specified in paragraph 8 below.

B. In the event of termination of this Agreement,

- a) All documents related to performance of work under the terms of this Agreement shall become the property of the City and shall be immediately delivered to the City by Contractor, subject to HIPAA confidentiality and privacy requirements.
- b) Contractor shall have no further obligation to provide services following the termination date, nor shall the City have any obligation to provide compensation to Contractor for any services provided after the termination date.

4. **PAYMENT:**

A. Subject to its receipt of state pool funds and the appropriation of matching funds by City Council, the City agrees to compensate Contractor for services to be performed under this Agreement in an amount not to exceed XXXXXXXXXXXXXXXX Dollars (\$), as described in the Vendor Selection and Service Award for Service/Rate, which is hereto incorporated by reference and attached as Exhibit A. Notwithstanding any provisions in this agreement to the contrary, the City's aggregate financial obligation under this Agreement shall not exceed \$ or the funds the City receives for this Agreement, if less. It is the intent of the parties that this Agreement shall not impose on the City any financial responsibility in excess of the total funds received by the City therefore.

B. Contractor shall submit a monthly-itemized invoice, outlining all expenditures, to the NIC Office, Attention: CSA Accounts Payable, 741 Monticello Avenue, 3rd Floor, Norfolk, Virginia 23510.

5. **PURCHASE OF SERVICES ORDER:**

A. **Requirement for Purchase of Service Order ("PSO").** A PSO shall be issued for all discrete services to be provided by the Contractor to any child under this Agreement. No services shall be administered to a child under this Agreement without a PSO authorizing such discrete services signed by a Norfolk Interagency Consortium ("NIC") representative and the Contractor.

B. **Contents of PSO.** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Contractor and by NIC in determining the proposed objectives, the term of service and the types of services to be rendered to the child.

C. **Charges under PSO.** The Contractor agrees to charge the City only for those services described in the PSO and in accordance with the billing provisions of Section 10 of this Contract. The Contractor agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding sources as directed by NIC.

D. **Adjustment or Termination of PSO by City.** NIC may adjust or terminate the PSO at any time because of changes in the child's eligibility or progress with services or if NIC deems it to be in the child's best interest to terminate the PSO. In the event that the City becomes unable to honor any or all approved PSOs for causes beyond the City's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the City may terminate or modify any or all PSOs issued pursuant to this Agreement as necessary to avoid delivery of services for which the City cannot make payment. The City shall notify the Contractor immediately as soon as it becomes aware of such a cause for termination.

E. **Termination of PSO by Contractor.** The Contractor may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section 13 of this Contract and the Contractor having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give NIC 10 days written notice before termination of services to the child. Such written notice shall include the specific reasons for terminating services to the child.

6. **MONITORING PROGRAM PERFORMANCE AND SERVICE QUALITY:**

A. Contractor agrees to cooperate with the City and NIC in conducting such periodic reviews as necessary to assess service quality, as the City may deem necessary based upon performance reports. City reviews may result in proposed changes to the scope of services and performance indicators. The City will provide Contractor with thirty (30) days notice of any proposed changes. These changes will be executed with an amendment to this Agreement, to be signed by both parties, and a revised budget allocating funds to implement the proposed changes, if necessary.

B. The Contractor shall provide services at or above the quality standard in the industry in which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices, which is hereto incorporated by reference, shall set forth the minimum level of service acceptable.

C. The Contractor shall permit representatives of NIC to conduct program and facility reviews to assess compliance with the Individual Family Service Plan of any child under the supervision or authority of NIC. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of NIC, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of NIC. Such reviews may occur as deemed necessary by NIC and may be unannounced.

7. **EMPLOYEE BACKGROUND CHECKS:**

Employees providing services to or having contact with a client placed by the Norfolk Interagency Consortium must be checked through a child protective service registry in the state in which the client is placed, within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the laws in the Contractor's state. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If the Contractor is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Contractor to NIC within thirty (30) days of receipt of such notice. The Contractor will comply with the state laws, regulations and licensure requirements pertaining to the conducting of criminal checks of its employees.

8. **LICENSURE:**

The Contractor represents and warrants that it (1) duly holds all necessary licenses required by local, state and federal laws and regulations; that it (2) will furnish satisfactory proof of such licensure to the City's representative within ten (10) days after the execution of this Contract. The Contractor covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify NIC in the event such licensing is suspended, withdrawn or revoked. The Contractor agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Contract. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Contract without written notice and without financial obligation on the part of the City to pay the Contractor's invoices. Contractor covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify City in the event such licensing is **placed on provisional status**, suspended, or withdrawn. In addition to notification of a change in licensure status, the vendor shall send a copy of the corrective action plan ("CAP") that has been submitted to the appropriate governmental authorities to the NIC office. The CAP from any compliance visit may be randomly requested by the NIC staff throughout the term of the contract as part of the utilization review and contract compliance efforts.

9. **MEDICAID:**

The Contractor shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of NIC. The Contractor shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the Contractor shall be the sole responsibility of the Contractor. The Contractor shall provide NIC with documentation specifying the status of initial Medicaid approval or denial within twenty-four (24) hours (one work day) of receipt of such by Contractor. All other documentation specific to Medicaid received by the Contractor shall be provided to NIC by facsimile (fax) to the number provided in Section 17 below, within forty-eight (48) hours (two work days) by the Contractor. The City shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Contractor.

The case manager, social worker, or probation officer of the placing agency (Norfolk Department of Human Services ("NDHS"), Norfolk Court Unit, Norfolk Community Services Board

or Norfolk Public Schools) shall supply the Contractor with the client's Medicaid number, if applicable; include a Certificate of Need, signed by the Community Assessment Team ("CAT") and by a physician, within 30 days prior to placement that indicates necessity of placement for residential treatment or group home ("Congregate Care") or a CAT Assessment indicating medical necessity for therapeutic foster care placements; provide a complete copy of the DSM-IV diagnosis; provide a completed State/CSA Uniform Assessment Tool dated within 90 days of placement and every 3 months thereafter, updated State/CSA Uniform Assessment Tool should be given to the Contractor in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; provide a signed Reimbursement Rate Certificate for each client eligible for Medicaid reimbursement.

10. **BILLING:**

The Contractor shall bill the City monthly for all services rendered to a child pursuant to a PSO. The Contractor shall bill the City for all services provided within thirty (30) days of the date on which the services were provided. The City agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the City be obligated to pay for services rendered to a child when the Contractor fails to submit an invoice to the City for such services within forty-five (45) days of the date of the service.

The Contractor's invoice shall list the applicable services provided by funding source category as directed by NIC and shall specify the name of the client to whom each service was provided and the month of service. The amount billed for services shall be no greater than the amount agreed upon in the PSO authorizing services to the client to whom the service was provided. The Contractor agrees to bill and the City agrees to pay only for those services authorized by the PSO for a specific child.

The Contractor shall bill the City for the actual number of hours and in one minute increments for service provided to the client. The invoice will have to be signed for approval by an agent of NIC before it is paid by the City.

The City shall return incorrect invoices, without payment, to the Contractor for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Contractor shall correct the invoice and re-submit it to the City for payment. If the Contractor finds that the invoice is correct, it shall forward a written explanation for the invoice with supporting documents to the City within fifteen (15) days of receipt of the returned invoice. If the Contractor's notification and supporting evidence are not received by the City within the fifteen (15) day limit, then the City shall not be obligated to make payment upon any disputed portion of the invoice. The Contractor shall immediately notify the City of any overpayment for services by the City.

11. **ACCOUNTING AND RECORD KEEPING:**

The Contractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Contractor shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a client under the supervision or authority of NIC on forms designated by NIC.

The Contractor agrees to retain all books, records, and other documents relative to this Contract and any PSO for a client under the supervision or authority of NIC for five (5) years after any final payment pursuant to this Contract and any PSO for a client under the supervision or authority of NIC or as long as necessary for purposes of any unresolved state or federal audit. The City, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **REPORTS:**

Unless otherwise stipulated, the Contractor shall submit to NIC a proposed written IEP or IFSP, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: types and number of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between NIC and Contractor when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered, if any, and any significant incidents affecting the child. If the Contractor fails to provide any written treatment plan, progress report, or termination report in a timely manner, the City may withhold payment of the Contractor's invoices until such plan or report is received.

The Contractor shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Contractor.

The Contractor shall attach a monthly utilization report for each client to each monthly invoice submitted for payment.

Upon two weeks notice of a meeting of the CAT for a child, the Contractor shall provide NIC with updated written documentation on the child's case utilizing the NIC Vendor Reporting form, and shall ensure that a representative with personal knowledge of the progress of the child and with authority to bind the Contractor attends and participates in such meeting.

13. **SERIOUS INCIDENT REPORTING:**

A serious incident includes, among other, abuse or neglect, criminal behavior, death, emergency treatment, facility related issues, such as fires, flood, destruction of property, food borne diseases, physical assault and other serious acts of aggression, sexual misconduct or assault, substance abuse, serious illnesses such as tuberculosis or meningitis, serious injury accidental or otherwise, suicide attempt, unexplained absences, or other incidents which jeopardize the health, safety, or well being of the youth.

The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by NIC. Within 24 hours of a serious incident, or by the next business day, the Contractor shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Contractor shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report shall provide a factual, concise account of the incident and include the name of the facility and Contractor, the name of the person completing the form, the date and time of the serious incident, the date of the report, the child/youth's name, age, gender, and ethnicity, the name of the placing agency, the name of the case manager at the placing agency, the location of the incident, a description of the incident including what happened immediately before, during and after the incident, the names of witnesses, any action taken in response to the incident, the names of entities notified such as family, legal guardian, child protective services, medical facility, police, a recommendation for follow-up and/or resolution of incident, the signature of the person completing report, and the dated signature of the director of the facility/Contractor.

Separate reports should be completed and submitted for each child/youth involved and placed by NIC. The Contractor is responsible for ensuring the confidentiality of the parties involved in the incident.

14. **CONFIDENTIALITY:**

Any information obtained by the Contractor pursuant to this Contract concerning applicants, a client under the supervision or authority of NIC, or such client's family members shall be treated as confidential. Use or disclosure of such information by the Contractor shall be limited to purposes directly connected with the Contractor's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws, including the HIPAA and HITECH regulations.

15. **INSURANCE:**

Contractor agrees to take out and keep in full force and effect, during the term of this Agreement, general comprehensive, public liability insurance, at its own cost and expense, with a company licensed to do business in Virginia. Such insurance shall be in the form and substance specified in the RFP. Failure of Contractor to obtain and maintain the required insurance shall be grounds for termination of this agreement.

16. **INDEMNITY:**

The Contractor shall indemnify, defend and hold harmless The City of Norfolk and the Norfolk Interagency Consortium, their officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents employees and subcontractors.

17. **NOTICES:**

Notice shall be given by sending written and signed documentation to the other party at the following addresses:

To the City:
City Manager
1100 City Hall Building
810 Union Street
Norfolk, VA 23510

To Contractor:

With a copy to:
Norfolk Interagency Consortium
741 Monticello Avenue, 3rd Floor
Norfolk, Virginia 23510

Fax Number : (757) 664-6653

18. **NON-DISCRIMINATION:**

Contractor agrees that the work and the services delivered under this Agreement shall comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Employment Discrimination by Contractor Prohibited," and with the additional statutes referenced therein; Contractor further ascertains that it shall not discriminate against any client or treat any client differently because of race, religion, color, creed, sex, disability, age or national origin.

19. **INDEPENDENT CONTRACTOR:**

It is expressly understood that Contractor is an independent contractor. Neither Contractor, nor its officers, agents or employees shall be considered employees, agents or representatives of the City of Norfolk, Virginia for any purpose whatsoever.

20. **ENTIRE AGREEMENT:**

This Agreement and its Attachments constitute the entire understanding between the City and Contractor. Any alterations, amendments or modifications in the provisions of this Agreement shall be in writing, signed by the parties and attached hereto. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services or the term contained herein. This Agreement will not be construed against the party responsible for its drafting and preparation.

21. **ASSIGNMENT:**

Neither the City nor Contractor shall assign or transfer any rights or obligations under this Agreement without the express written consent of the other party. The Contractor shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of NIC. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Contractor shall be solely responsible for the performance of any of its subcontractors.

22. **APPLICABLE LAW:**

Unless otherwise preempted by federal laws and regulations, this Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Should any litigation arise regarding this Agreement, venue shall be in the Circuit Court of the City of Norfolk, Virginia unless otherwise required by law.

23. **FORCE MAJEURE:**

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

24. **CONTRACT DOCUMENTS:**

The Agreement documents shall consist of the following documents, which are hereto attached and herein incorporated by reference:

- A. This executed Agreement,
- B. The Request for Proposal #
- C. Contractor's Proposal dated

25. **MISCELLANEOUS:**

A. **Additional Provisions.** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference.

B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.

C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the City and the Contractor given in the same manner and form as the original signing of this Contract.

D. **Order of Precedence.** Where there exists any inconsistency, between the provisions of this Contract and the provisions of other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

E. **Non-Discrimination in Contracting.** The Vendor agrees that the work under this Agreement shall comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled, "Employment Discrimination by Contractor Prohibited," which is incorporated herein by reference.

F. **Non-Discrimination in Delivery of Services.** In providing services to clients pursuant to the terms of this Agreement, the Vendor will not discriminate against any client based on race, religion, color, creed, handicap, age, sex, or national origin.

G. **Assignment.** Neither the City nor the Vendor shall assign or transfer any rights in this Agreement without the written consent of the other party.

H. **Compliance with federal immigration law.** At all times during which any term of this Agreement is in effect, Community Psychological Resources, PC does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, Section 1324a of the United States Code or the U.S. Attorney General.

26. **COUNTERPARTS:**

This Agreement may be executed in identical counterparts, each of which shall be deemed for all purposes to constitute an original of this Agreement.

27. **AUTHORITY TO EXECUTE:**

The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the parties hereto.

IN WITNESS THEREOF the parties have caused this Agreement to be duly executed, intending to be bound thereby, the date first above written.

COMMUNITY SOLUTIONS, INC.

By: _____

Title: _____

CITY OF NORFOLK

By : _____ [SEAL]
Marcus D. Jones, City Manager

ATTEST:

City Clerk

[SEAL]

CONTENTS APPROVED:

Assistant City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Deputy City Attorney

CERTIFICATE OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account No: _____

Total Amount: _____

Contract No: _____

Vendor No: _____

Director of Finance

Date